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**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.
	)	
v.	)	JUDGE:
	)	
SAHLI ENTERPRISES, INC. and	)	
MICHAEL SAHLI	)	
	)	
Defendants.	)	
_____	)	

**CONSENT DECREE**

**I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Crescent Plating Superfund Site located in the City of Chicago, Cook County, Illinois (the "Site").

B. Between 1974 and December 2003, Crescent Plating Works, Inc. operated on the Property ("the Property" as fully defined below) a metal plating shop whose primary processes included plating steel and brass machinery and cookware with zinc, cadmium, nickel, chrome, brass, and copper, which include hazardous substances under CERCLA. The Complaint alleges that there have been releases and threats of releases of these and other hazardous substances from

the Property at the Site.

C. Settling Defendant Sahli Enterprises, Inc. is the beneficiary of Illinois Land Trust 1505, which was created by a Trust Agreement on June 24, 2003, with First Nations Bank as Trustee. On October 31, 2003, Settling Defendant Michael Sahli, President and sole officer of the Sahli Enterprises, Inc., signed a real estate sale contract for Sahli Enterprises, Inc. to purchase the Property. On December 19, 2003, First Nations Bank received a warranty deed in trust for each of the three parcels comprising the Property, thereby conveying title to the Property to Land Trust 1505.

D. From December 15, 2003 through June 7, 2004, EPA conducted an emergency removal action at the Site to remove hazardous substances, pollutants, and contaminants, including, among other things, flammable liquids, waste chromic acid solution, chromium-contaminated waste, corrosive solid wastes, waste nitric acid, and waste cyanide solids stored on the Property.

E. EPA has incurred and continues to incur costs related to its response actions at the Site. The response actions undertaken by the United States at the Site, and the costs incurred incident to these actions, are not inconsistent with the National Contingency Plan, promulgated under Section 105(a) of CERCLA, 42 U.S.C. § 9605(a), and codified at 40 C.F.R. Part 300, as amended.

F. EPA's claim for response costs is secured by a federal Superfund lien on the Property perfected on March 4, 2005 with the Office of the Cook County Recorder, Cook County, Illinois, pursuant to Section 107(l) of CERCLA, 42 U.S.C. § 9607(l).

G. The Settling Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

H. The United States has reviewed the financial information submitted by the Settling Defendants to determine whether the Settling Defendants are financially able to pay response costs incurred and to be incurred at the Site (the "Financial Information" as fully defined below). The United States has also considered other equitable factors unique to this case. Based upon this Financial Information and equitable factors, the United States has determined that it is appropriate that the Settling Defendants pay the amount specified in Section V (Payment of Response Costs).

I. The United States and the Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over the Settling Defendants. Venue is proper pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 9613(b). The Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States and upon the Settling Defendant Michael Sahli, Settling Defendant Sahli Enterprises, Inc., and their officers, successors, and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

### **IV. DEFINITIONS**

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Financial Information" shall mean those financial documents identified in Appendix A.

h. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time Interest accrues. The rate of Interest is subject to change on October 1 of each year.

i. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto, commonly referred to as the National Contingency Plan.

j. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

k. "Parties" shall mean the United States and the Settling Defendants.

l. "Plaintiff" shall mean the United States.

m. "Property" shall mean the real property located at 3640 West Armitage Avenue, 3650 West Armitage, and 2011 North Lawndale Avenue in the City of Chicago, Cook County, Illinois, which constitutes the majority of the Site, and the legal description of which is



attached at Appendix B.

n. "Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs that the United States has incurred or will incur for actions taken in response to the release or threatened release of hazardous substances at the Site.

o. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

p. "Settling Defendants" shall mean Sahli Enterprises, Inc. and Michael Sahli, individually.

q. "Site" shall mean the Property and the areal extent of contamination from the Property.

r. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

#### **V. PAYMENT OF RESPONSE COSTS**

4. Payment by the Settling Defendants. Within 45 days of entry of this Consent Decree, the Settling Defendants shall pay to the EPA \$222,500 in reimbursement of Response Costs incurred and to be incurred by the United States. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to the Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of Illinois following lodging of the Consent Decree. At the time of payment, the Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XIV (Notices and Submissions) and to:

Financial Management Officer  
U.S. Environmental Protection Agency, Region 5  
Mail Code MF 10-J  
77 W. Jackson Blvd.  
Chicago, IL 60604

Such notice shall reference EPA Region 5 and the Site/Spill ID Number B58H, DOJ case number 90-11-3-08304, and the civil action number.

5. The total amount to be paid by the Settling Defendants pursuant to Paragraph 4 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

**VI. FAILURE TO COMPLY WITH CONSENT DECREE**

6. Interest on Late Payment.

a. If the Settling Defendants fails to make payment under Paragraph 4 (Payment by the Settling Defendants) by the required due date, Interest shall accrue on the unpaid balance through the date of payment beginning on the business day following the required payment date.

b. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of the Settling Defendants' failure to make a timely payment under this Section, including, but not limited to, payment of stipulated penalties pursuant to Paragraph 7 (Stipulated Penalties).

7. Stipulated Penalties.

a. If the amount due under Paragraph 4 is not paid by the required date, the Settling Defendants shall be in violation of this Consent Decree and shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 6, \$800.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Crescent Plating Superfund Site, EPA Region 5 and Site/Spill ID Number B58H, and DOJ Case Number 90-11-3-08304, and shall be sent to:

EPA Superfund  
U.S. Environmental Protection Agency, Region 5  
P.O. Box 70753  
77 W. Jackson Blvd.  
Chicago, IL 60604

c. At the time of payment, the Settling Defendants shall send notice that payment of stipulated penalties has been made to EPA and DOJ in accordance with Section XIV (Notices and Submissions).

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Defendants of the violation or has made a demand for payment, but such penalties need only be paid upon demand. All stipulated penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

8. Reimbursement for Costs of Enforcement of this Consent Decree. If the United States brings an action to enforce this Consent Decree, the Settling Defendants shall reimburse the United States for all costs of such action, including, but not limited to, costs of attorney time.

9. No Limitation On Other Remedies. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of the Settling Defendants' failure to comply with the requirements of this Consent Decree.

10. Waiver of Stipulated Penalties. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse the Settling Defendants from payment as required by Paragraph 4 (Payment by the Settling Defendants) or for performance of any other requirement of this Consent Decree.

11. The obligations of the Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of one of the Settling Defendants to make any payments required under this Consent Decree, the remaining Settling Defendant shall be responsible for any such payments.

12. Proceeding to Collect Penalty. If the Settling Defendants fail to pay stipulated penalties when due, the United States may institute proceedings to collect the penalties, as well as Interest. The Settling Defendants shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 7 (Stipulated Penalties). If the civil penalty required by Paragraph 7 (Stipulated Penalties) is not paid in accordance with the schedule set forth therein, then with respect to such penalty, this Consent Decree shall be considered an enforceable judgment for purposes of post-judgment collection in accordance with Rule 69 of the Federal Rules of Civil Procedure, the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001-3308, and any other authority.

## **VII. ACCESS TO THE PROPERTY**

13. Commencing on the date of Sahli Enterprises, Inc.'s signature on this Consent Decree and until 60 days after the date of entry of this Consent Decree, Settling Defendant Sahli Enterprises, Inc. shall provide the United States and its representatives, including EPA and its contractors, with access at all reasonable times to the Property for the purpose of conducting any response actions related to the Site, including, but not limited to, the following activities:

- a. Verifying any data or information submitted to the United States;
- b. Collecting any additional information related to the ownership or operation of Crescent Plating Works, Inc. or the Property; or
- c. Assessing the need for, planning, or implementing additional response actions at or near or in connection with the Site.

## **VIII. RELEASE OF NOTICE OF FEDERAL LIEN**

14. Subject to the United States' Reservation of Rights in Section X of this Consent Decree, within 5 days after the Settling Defendants make payment as required by Paragraph 4, EPA shall file a Release of Notice of Federal Lien in the Recorder's Office, Cook County, State of Illinois. The Release of Notice of Federal Lien shall release the Notice of Federal Lien, filed on March 4, 2005 against the Site, pursuant to Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), and was recorded as document number 0506203044 in the Office of the Cook County Recorder. Such Release of Notice of Federal Lien shall not release any other lien or encumbrance which may exist upon the Site.

## **IX. COVENANT NOT TO SUE BY THE UNITED STATES**

15. Covenant Not to Sue by the United States. Except as specifically provided in the United States' Reservation of Rights in Section X of this Consent Decree, the United States covenants not to sue or take administrative action against the Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of the payment required by Paragraph 4 (Payment by the Settling Defendants) and any amounts due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree and the veracity of Settling Defendants' certifications in Section XIII (Certifications by the Settling Defendants). This covenant not to sue extends only to the Settling Defendants and does not extend to any other person.

## **X. RESERVATION OF RIGHTS BY THE UNITED STATES**

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Defendants with respect to all other matters not expressly included within the Covenant Not to Sue by the United States in Paragraph 15. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Settling Defendants with respect to:

- a. liability for failure of the Settling Defendants to meet a requirement of this Consent Decree;
- b. criminal liability;

- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability arising from future disposal, release, or threat of release of a hazardous substance at the Site; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

17. Notwithstanding any other provision of this Consent Decree, EPA reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief, other than as provided in this Consent Decree, if the Financial Information provided by the Settling Defendants, or the financial certification made by Settling Defendants in Paragraph 25.d., is false or, in any material respect, inaccurate.

#### **XI. COVENANT NOT TO SUE BY THE SETTLING DEFENDANTS**

18. The Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Consent Decree, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 24 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 16(c)-(e), but only to the extent that the Settling Defendants' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

20. Waiver of Claims. The Settling Defendants agree not to assert any CERCLA claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that the Settling Defendants may have against any person if such person asserts a claim or cause of action relating to the Site against the Settling Defendants.

## **XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

21. Except as expressly provided in Paragraph 20 (Waiver of Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Except as provided in Paragraph 20 (Waiver of Claims), each of the Parties



expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. Contribution Protection. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, subject to the United States’ Reservation of Rights in Section X of this Consent Decree.

23. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any motion for summary judgment, and within 10 days of receipt of any order from any court setting a case for trial, for matters related to this Consent Decree.

24. Waiver of Claim-Splitting Defenses. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by

the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by the United States set forth in Section IX.

### **XIII. CERTIFICATIONS BY THE SETTLING DEFENDANTS**

25. In order to induce the United States to enter into this settlement, the Settling Defendants by their signatures hereto, affirm, to the best of their knowledge and belief, the following:

a. The Settling Defendants have conducted a thorough, comprehensive, good faith search for, and have fully and accurately disclosed and provided to EPA, all information currently in their possession, custody, or control, or in the possession, custody, or control of their respective officers, directors, employees, contractors, or agents, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. The Settling Defendants have not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to their potential liability regarding the Site, after notification of potential liability of the Settling Defendants regarding the Site;

c. The Settling Defendants have fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e);

d. The Settling Defendants have provided to EPA all material information of which they are aware relating to their respective finances, assets, insurance coverage, and all other matters related to the Settling Defendants' resources available to reimburse the United States' response costs at the Site;

e. The information described in Subparagraphs a, b, c, and d above is true and accurate; and

f. The Settling Defendants neither possess nor know of any other documents or information that would suggest that they have in their respective possession, custody, or control, other assets, income, or any interests at all in property of any kind, which they have not previously disclosed to the United States, that could be used to reimburse the EPA Hazardous Substances Superfund for response costs incurred or to be incurred at the Site.

#### **XIV. NOTICES AND SUBMISSIONS**

26. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and the Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice (DJ # 90-11-3-08304)  
P.O. Box 7611  
Washington, D.C. 20044-7611

As to EPA:

Mark Koller, Esq. (C-14J)  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604

As to Settling Defendant Sahli Enterprises, Inc.:

Thomas W. Daggett, Esq.  
Daggett Law Firm  
Suite 4950 - Chicago Title Tower  
161 N. Clark St.  
Chicago, IL 60601

As to Settling Defendant Michael Sahli:

Thomas W. Daggett, Esq.  
Daggett Law Firm  
Suite 4950 - Chicago Title Tower  
161 N. Clark St.  
Chicago, IL 60601

## **XV. RETENTION OF JURISDICTION**

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

## **XVI. INTEGRATION/APPENDICES**

28. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A List of the Financial Information submitted to the United States by the Settling Defendants;

Appendix B Legal Description of the Property.

## **XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling Defendants consent to the entry of this Consent Decree without further notice.

30. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

## **XVIII. SIGNATORIES AND SERVICE**

31. The undersigned representatives of the Settling Defendants to this Consent Decree and the Chief/Deputy Chief, Environmental Enforcement Section of the United States Department of Justice each certify that he or she is authorized to enter into the terms and

conditions of this Consent Decree and to execute and bind legally such Party to this document.

32. The Settling Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

33. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. The Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements of Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The Parties agree that the Settling Defendants need not file an answer in this action unless or until the Court expressly declines to enter this Consent Decree.

#### **XIX. FINAL JUDGMENT**

34. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Rules 54 and 58 of the Federal Rules of Civil Procedure.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sahli Enterprises, Inc. and Michael Sahli, Civil Action No. \_\_\_\_\_ (N.D. Illinois), relating to the Crescent Plating Superfund Site.

FOR THE ~~UNITED~~ STATES OF AMERICA

Date: \_\_\_\_\_

\_\_\_\_\_  
W. BENJAMIN FISHEROW  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044

\_\_\_\_\_  
JENNIFER A. LUKAS-JACKSON  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044  
(202) 305-2332

PATRICK J. FITZGERALD  
United States Attorney  
Northern District of Illinois

JONATHAN HAILE  
Assistant United States Attorney  
United States Attorney's Office  
219 S. Dearborn St., 5<sup>th</sup> Floor  
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sahli Enterprises, Inc. and Michael Sahli, Civil Action No. \_\_\_\_\_ (N.D. Illinois), relating to the Crescent Plating Superfund Site.

FOR THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY

---

RICHARD C. KARL  
Director, Superfund Division  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604

---

MARK J. KOLLER (C-14J)  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604  
(312) 353-2591



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sahli Enterprises, Inc. and Michael Sahli, Civil Action No. \_\_\_\_\_ (N.D. Illinois), relating to the Crescent Plating Superfund Site.

FOR DEFENDANT  
SAHLI ENTERPRISES, INC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Typed Name: Michael Sahli

Title: President

Address: \_\_\_\_\_

\_\_\_\_\_

Agent Authorized to Accept Service on Behalf of Sahli Enterprises, Inc.:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sahli Enterprises, Inc. and Michael Sahli, Civil Action No. \_\_\_\_\_ (N.D. Illinois), relating to the Crescent Plating Superfund Site.

FOR DEFENDANT  
MICHAEL SAHLI, individually

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Typed Name: Michael Sahli

Address: \_\_\_\_\_  
\_\_\_\_\_

Agent Authorized to Accept Service on Behalf of Michael Sahli, individually:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Appendix A to Consent Decree**

**List of Financial Information**  
**Submitted by Sahli Enterprises, Inc. and**  
**Michael Sahli, individually**

**Appendix A**

**List of Financial Information Submitted by Sahli Enterprises, Inc.  
and Michael Sahli, individually**

Michael Sahli's Income Tax Returns for years 2001, 2002, and 2003

Sahli Enterprises, Inc.'s Income Tax Returns for years 2003 (first year incorporated) and 2004

United States Department of Justice Form OBD-500 (Financial Statement of Debtor) signed and dated April 27, 2005 by Michael Sahli

Sahli Enterprises, Inc.'s April 8, 2005 Responses to EPA's CERCLA Section 104(e) Requests for Information

Michael Sahli's April 8, 2005 Responses to EPA's CERCLA Section 104(e) Requests for Information

## **Appendix B to Consent Decree**

### **Legal Description of the Property**

## Appendix B

### Legal Description of the Property

The Property includes the real estate described in the following legal description:

LOTS 78, 79, AND 80 IN BLOCK 8 IN JACKSON'S SUBDIVISION OF BLOCKS 7 AND 8 IN HAMBLETON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3640 West Armitage Avenue, Chicago, Illinois  
PIN: # 13-35-128-030-0000

LOTS 73, 74, 75, 76, AND 77 (EXCEPT THE SOUTH 75 FEET OF LOT 73) IN BLOCK 8 IN JACKSON'S SUBDIVISION OF BLOCKS 7 AND 8 IN HAMBLETON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3650 West Armitage Avenue, Chicago, Illinois  
PIN: # 13-35-128-029-0000  
2011 North Lawndale Avenue, Chicago, Illinois  
PIN: # 13-35-128-026-0000